

REMARKS

1. The Applicant and his attorney wish to thank the Examiner for his helpfulness and comments during the interview of May 4, 2005. In this regard, it is believed that the claims shown above fully incorporate the Examiner's suggestions for bringing the claims into condition for allowance.

Reconsideration and further prosecution are respectfully requested in view of the discussion as follows. Claims 1-36 are pending in this application.

Claims 1-36 have been rejected under 35 U.S.C. §112, second paragraph. Claims 1-36 have been provisionally rejected under the judicially created doctrine of obviousness-type double patenting. Claims 1-6, 11-18 and 23-30 have been rejected under 35 U.S.C. §103(a) as being obvious over U.S. Pat. No. 5,991,769 to Fino et al. in view of U.S. Pat. No. 6,226,618 to Downs et al. Claims 7-10, 19-22 and 31-33 have been rejected under 35 U.S.C. §103(a) as being obvious over Fino et al. in view of Downs et al. and "RFP Marketing Opportunities Abound At: "design Your Dream House' (RFP)".

2. Claims 1-36 have been rejected under 35 U.S.C. §112, second paragraph. In particular, the Examiner asserts that it is not clear what "contract support" services are. In response, the independent claims 1, 13 and 25 have been revised, as suggested by the Examiner, to include the list of contract support services provided at page 18, lines 21-28.

The Examiner assert that the word "post-sale" in

claims 2, 14 and 26 is unclear. In response, the term has been deleted.

The Examiner asserts that the additional fees in claims 11, 23 and 35 are unclear. In response, the phase has been cancelled as suggested by the Examiner.

3. Claims 1-36 have been provisionally rejected under the judicially created doctrine of obviousness-type double patenting. In response, a terminal disclaimer is included with this Response.

4. Claims 1-6, 11-18 and 23-30 have been rejected under 35 U.S.C. §103(a) as being obvious over U.S. Pat. No. 5,991,769 to Fino et al. in view of U.S. Pat. No. 6,226,618 to Downs et al. In response, independent claims 1, 13 and 25 have been further limited to the first website being password protected by a password of the customer and the second website being password protected by a password of the builder or contractor. Support for password protection of the first website may be found at page 14, lines 12-19. Support for password protection of the second website may be found on page 18, lines 29-33.

As discussed during the Interview of May 4, 2005 (and agree to by the Examiner), the combination of Fino et al. and Downs et al. does not teach or suggest the use of passwords by both customer and contractor. As such, claims 1-6, 11-18 and 23-30 should now be allowable.

5. Claims 7-10, 19-22 and 31-33 have been rejected under 35 U.S.C. §103(a) as being obvious over Fino et al. in view of Downs et al. and "RFP Marketing Opportunities Abound At: 'design Your Dream House' (RFP)". However, claims 7-10,

19-22 and 31-33 depend from claims 1, 13 and 25, respectively. Since independent claims 1, 13 and 25 are allowable (as demonstrated above), so to are dependent claims 7-10, 19-22 and 31-33.

6. Allowance of claims 1-34 and 36 as now presented, is believed to be in order and such action is earnestly solicited. Should the Examiner be of the opinion that a telephone conference would expedite prosecution of the subject application, he is respectfully requested to telephone applicant's undersigned attorney.

Respectfully submitted,
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